



Marin County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

REQUEST FOR QUALIFICATIONS

Website Services

Issuance Date

Friday, January 25, 2019

Submittal Deadline

Friday, March 15, 2019

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I. Proposal Overview

The Marin Local Agency Formation Commission (LAFCo) is requesting proposals from qualified consultants to enter into a contract to either:

- Option 1 - Design, develop, and launch a new agency website;
- Option 2 - Assist with a review and retooling of the current website;
- Option 3 - Provide ongoing maintenance support for current website or new website;

It is possible that some combination of the three (3) options may be used. Hereinafter options one (1), two (2), and three (3) are referred to as the “Project.”

Marin LAFCo’s current website – www.marinlafco.org – was last substantively updated in 2016. The current website uses the Civic Plus platform. Based on user feedback, perceived deficiencies in the current website include, but are not limited to:

- Format does not allow information to be easily found
- Difficulty in staff to update and keep current
- Data pages require storing the same information in multiple locations rather than one location where that data can easily be changed as needed.

Marin LAFCo’s goal in this Project is to either (a) modify the current website to fix these issues or (b) create a new website to fit our needs moving forward that address as much of the above deficiencies as possible.

Markedly, the website serves as Marin LAFCo’s main portal for disseminating information on all of its regional growth management activities and typically serves as a point of first-contact with other governmental agencies as well as the general public. The underlying aim of the Project, accordingly, is to enhance Marin LAFCo’s communicative capabilities by establishing a user-friendly system that is visually appealing and an intuitive website design that elevates Marin LAFCo branding as a governmental resource in regulating efficient growth and development. The project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features per the knowledge, creativity, and expertise of the selected consultant.

Along with the needs outlined in the preceding paragraph, one (1) additional service – website hosting – may be desired. Consultants, therefore, are encouraged to incorporate website hosting as a supplemental cost option in their submitted proposal. Website hosting may be subject to a separate contract.

The website must meet all standards required by the State of California for government agencies, specifically Local Agency Formation Commissions.

II. Proposal Timeline

Responses to this Request for Qualifications (RFQ) must be submitted in writing and received by Marin LAFCo no later than 4:00 p.m. Pacific Standard Time (PST) on Friday, March 15, 2019. No changes or adjustments to the deadline shall be made without a written addendum to this RFQ signed by the Marin LAFCo’s Executive Officer and circulated to all potential respondents. Proposal submittals by e-mail are encouraged and should be directed to Executive Officer, Jason Fried at jfried@marinlafco.org.

An outline of the proposal's key dates to follow. (Marin LAFCo reserves the right to adjust this timeline as it deems necessary. Notification of adjustments to the timeline shall be provided to all respondents.)

Action	Dates
RFQ Issued	Friday, January 25, 2019
Bidders Conference*	Thursday, February 14, 2019 at 2:30pm
Deadline for Questions	Friday, February 22, 2019 by 5:00pm
Responses posted to all questions	Friday, March 1, 2019
Deadline to Submit Proposals	Friday, March 15, 2019 by 4:00pm
Interviews with Selected Consultants**	Monday, March 25, 2019
Committee Recommendation Presented to Commission	Thursday, April 11, 2019

* Bidders Conference will be held at Marin LAFCo's office (1401 Los Gamos Drive, Suite 220, San Rafael, CA 94903). If you plan to attend remotely let Executive Officer Jason Fried know and he will inform you how to attend.

**Interviews may be conducted in person or by video conferencing and at the preference of the consultant. (Interview type will have no effect on the award.)

III. Agency Profile

Marin LAFCo is a regional service planning subdivision of the State of California and has been delegated regulatory and planning powers in matching municipal services with community needs. This includes managing governmental boundary lines by approving or disapproving proposals involving the formation, expansion, consolidation, or dissolution of cities, towns, and special districts. Marin LAFCo also regularly conducts studies to evaluate the level and range of local governmental services in step with informing its regulatory duties. In all, Marin LAFCo has explicit jurisdiction over sixty (65) local governmental agencies divided between six (6) cities, five (5) towns, thirty (30) independent special districts (i.e., directly elected board members), and twenty-four (24) dependent special districts (i.e., appointed board members from other governmental agencies).

Decision-making at Marin LAFCo is directly vested with the seven (7) member Commission. Representation on the Commission is also divided between four (4) distinct appointee categories: (a) two appointees from the County of Marin, (b) two (2) appointees from cities/towns, (c) two (2) appointees from the independent special districts, and (d) one (1) appointee from the general public. In addition, there is one (1) alternate member for each of the four (4) categories. State law specifies all Commission members shall exercise their independent judgment on behalf of the interests of the public as a whole and not on behalf of their appointing authorities.

IV. Website Users

Marin LAFCo's core website users have traditionally been confined to a relatively small group of directly affected local government agencies and property owners that serve as applicants in proposing boundary changes to facilitate development projects and requiring therein elevated levels of municipal services. The core users, however, have markedly expanded over the last several years. It now includes a diversified range of interested parties – such as other regional government agencies, community organizations, and neighbors – and in step with an increase in overall interest in local growth and development issues in Marin County. Accordingly, the desired website design should effectively accommodate two distinct

users: (a) applicants with specific informational needs and (b) other interested parties seeking more general guidance in understanding the functions and responsibilities of Marin LAFCo.

V. Design and Development Goals & Criteria

Marin LAFCo's new website should achieve the following design goals:

- Follows all California Government rules for website
- User-Friendly Functionality
- Visually Attractive
- Cohesive, Clean, and Modern Branding Theme
- Consistent Page Layouts
- Quick Loading Graphics
- Incorporate Multimedia Tools (Video, Audio, Animation)
- Printer Friendly Pages
- Easy-to-Use Content Management System
- Consistent with Americans with Disabilities Act Standards

Marin LAFCo's website should meet the following development criteria:

- **Platform.** Implement a practical content management system that will allow non-technical staff to perform routine updates on the website with ease.
- **Content.** Consultant will transfer existing content into the new website. Unless otherwise indicated by Marin LAFCo, all current links must be transferred. Content is mostly documents in pdf or jpeg format. All links within documents must be migrated to the new website.
- **Responsive Design.** The website must be mobile-optimized through responsive design methods for ease of viewing on tablets, iPhones, androids, etc.
- **Compatibility.** The website must be compatible with standard internet browsers, such as Explorer, Firefox, Chrome, Safari, etc.
- **Navigation.** The website should be intuitive and easy to navigate. Information should be grouped and presented in a logical manner.
- **Search Tool.** Provide search capabilities using key words or phrasing that will identify content throughout the website.
- **Auto Notifications.** A program that allows users to subscribe to automatic notification to receive agendas and or other public notices from Marin LAFCo.
- **Translation Capacity.** The website should have an on-demand tool available to translate core content to non-English languages.

- **State Regulations.** The website must meet all standards that are required by the State of California and have the ability to be brought into compliance should those standards be changed.
- **Security.** The design should take into consideration the security of the website. This includes providing adequate firewall protection and real time monitoring of unauthorized use, and the protection of any data that will be accessible by users of the website.

VI. Ongoing Maintenance Goals & Criteria

Along with design and development Marin LAFCo is seeking ongoing maintenance to ensure the website continues to meet the needs of the agency and its users going forward. This specifically involves technical updates and or fixes that extend beyond the reasonable scope of staff to effectively remedy on their own. Examples of ongoing maintenance needs include, but not limited to:

- On a quarterly basis the consultant shall check for broken links, broken images, template distortion, and test all contact forms and other interactive elements and provide an email report to the Executive Officer with an estimated cost to address any deficiencies. This report should also include site traffic statistics and search engine analysis reports.
- As needed the consultant shall be available to complete regular repairs to scripting languages, basic HTML, broken images, broken links, and all other malfunctioning code or components as requested by Marin LAFCo.
- As needed the consultant shall be available to edit, revise, update and or create new content and graphics for the website as requested by Marin LAFCo.

VII. Proposal Requirements

All proposals must be submitted in writing and received by Marin LAFCo no later than **4:00 p.m. PST on Friday, March 15, 2019**. Email submittals are encouraged and should be directed to Executive Officer Jason Fried at jfried@marinlafco.org. Mailed or hand-delivered submittals are also welcome at Marin LAFCo's Administrative Office at 1401 Los Gamos Drive, Suite 220, San Rafael, California 94903. Should you be submitting a paper copy you also must submit an electronic copy on a thumb drive. If mailed or hand delivered, the envelope should clearly indicate "Proposal for Website Services" and consultant's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the consultant, e.g. Envelope 1 of 3, as required.

Marin LAFCo will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by Marin LAFCo.

All written proposals should address the following information. For each section identify which of the three (3) options you will be addressing. Option one (1) would be to design, develop and launch of a new website. Option two (2) would be to assist with a review and retooling of the current website. Option three (3) would be to provide ongoing maintenance support for the current website or new website.

- Provide an executive summary outlining the key components of the proposal. This includes highlighting the scope of work, schedule, and costs in completing the Project. Clearly indicate which of the three (3) options your company is looking to do for Marin LAFCo. The executive summary shall also specify that the proposal will remain valid for at least 120 days following the proposal submission deadline. Any possible conflict of interests must also be disclosed.
- Describe the firm and summary of qualifications. This includes identifying type of business (i.e., individual, corporation, etc.), years in business, and office location(s). This portion of the proposal shall also address the firm's experience and qualifications relative to the prescribed goals, objectives, and requirements listed in this RFQ. If consultants choose to submit a joint-proposal, details of each firm and their qualifications is required.
- Identify the Project team. This includes briefly describing each team member's responsibility and relevant work experience as it relates to the Project. This portion of the proposal shall also explicitly identify the team leader responsible for serving as the main contact to Marin LAFCo. Any sub-contractors shall also clearly be identified.
- Detail the proposed scope of work for the Project. This includes identifying key tasks in sequential order in accomplishing the prescribed goals, objectives, and requirements listed in this RFQ. Also, identify which of the three (3) options you are looking to do. The proposed scope of work should also draw on the consultant's expertise and vision in meeting the intent of the RFP in designing and developing a new website for Marin LAFCo.
- Provide related work experiences and references in designing and developing websites. Identify no less than three (3) examples of websites the firm has designed. Provide a list of at least two (2) client references. The reference list must include the client name, location, website address, and contact person with phone number and e-mail address.
- Describe a Project implementation and training program. This includes describing how the website will be implemented, along with the level and type of training provided to Marin LAFCo to perform nominal and routine updates. Identify the software and equipment needed to maintain and update the website along with any other pertinent technical information and or requirements.
- Outline Project timeline and costs. This includes estimating a reasonable time schedule to complete the Project. Also, identify the total cost to complete the Project as well as a detailed line-item breakdown of costs for specific tasks or phases. This includes options for ongoing maintenance. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences. Should you propose to carry out the work in more than one (1) option category and the cost will vary based on that please clearly state that as well. If bundling of services allows for a discount also clearly state that.
- Address other service options as deemed relevant by the consultant. This includes identifying opportunities and costs therein for providing website hosting services.

VIII. Evaluation and Selection

The Executive Officer and selected officials will screen all proposals submitted to Marin LAFCo for completeness relative to the RFQ requirements. During the evaluation process, Marin LAFCo reserves the right, where it may serve Marin LAFCo's best interest, to request additional information or clarifications from consultants, or to allow corrections of errors or omissions. The highest ranked consultants will be invited to interview in person or by video conferencing at no cost to Marin LAFCo to discuss the Project on Monday, March 25, 2019. Failure to participate in the interview may result in a proposal being found non-responsive and given no further consideration. The evaluation will be based on the weighted factors enumerated below.

- Completeness of Written Proposal (10%)
- Qualifications in Webpage Design and Development (15%)
- Evaluation of your proposed solution enabling LAFCo staff to upload and change the website, ease of use by public, and proposed solution to address present perceived deficiencies (20%)
- Approach to Project and Thoughtfulness in Proposed Scope of Work (20%)
- Proposed Costs (20%)
- Interview / Ability to Effectively Describe Proposal and Respond to Questions (15%)

It is anticipated that a negotiated contract will be awarded that best meets the needs of Marin LAFCo based on the evaluation criteria listed above. Although cost is a weighted factor, Marin LAFCo is under no obligation to award the Project to the consultant offering the lowest price. Marin LAFCo reserves the right to contract for services in the manner that most benefits Marin LAFCo including awarding more than one (1) contract if desired.

IX. Other Proposal Information

- **Questions**
All questions seeking clarification on the RFQ must be received in writing no later than 5:00 p.m. PST on Friday, February 22, 2019. Responses to submitted questions will be prepared by Marin LAFCo and sent to all respondents no later than 5:00 p.m. PST on Friday, March 1, 2019. All questions should be e-mailed to Executive Officer, Jason Fried at jfried@marinlafco.org.
- **Contract**
The final scope of services negotiated from the selected consultant's proposal will become part of the final contract (Agreement). A copy of the Agreement is attached herto as Exhibit A and incorporated herein by this reference. Price quotations and other time dependent information contained in any proposal shall remain firm for a minimum of 120 days from the proposal submission deadline.

- **Property of Marin LAFCo**
All proposals received will become the property of Marin LAFCo and will not be returned. Marin LAFCo reserves the right to copy the materials for internal evaluation purposes. All proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.
- **Collusion Among Respondents**
In submitting a proposal, the consultant certifies it is not party to any collusive actions relating to this RFQ.
- **Exceptions**
In submitting a proposal in response to this RFQ, consultant is certifying that it takes no exceptions to this RFQ including, but not limited to, the Agreement. A consultant taking exception to any part of this RFQ or Agreement shall indicate such exceptions in a separate section of their submitted proposal and may be reason for rejection of the proposal. Failure to indicate any exceptions will be interpreted as the consultant's intent to comply fully with the requirements of this RFQ and Agreement as written. As such, consultant is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.
- **Expenses Incurred**
There is no expressed or implied obligation for Marin LAFCo to reimburse consultants for any expenses associated with responding to this RFQ.
- **Amendment/Withdrawal of Proposal**
No amendment, addendum or modification will be accepted after the deadline stated herein for receiving proposals. Consultants may withdraw all or portions of their proposal up to the ratification of a contract between Marin LAFCo and the selected firm.
- **No Commitment to Award/Withdrawal of RFQ**
Issuance of this RFQ and receipt of proposals does not commit Marin LAFCo to award a contract. Marin LAFCo expressly reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one consultant concurrently, or postpone, withdraw, modify, or amend this RFQ at any time.
- **Non-Responsive Proposals**
A proposal may be considered non-responsive if incomplete or if it contains conditions, alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

X. Contact Information

All questions and related inquiries to this RFQ should be addressed to the following contact:

Jason Fried, Executive Officer
1401 Los Gamos Drive, Suite 220
San Rafael, California 94903
T: 415-448-5877 Main E: jfried@marinlafco.org

EXHIBIT "A"

**MARIN LAFCo
SAMPLE AGREEMENT**

Letter Agreement for [Insert Type of Services]

This letter shall be our Agreement ("Letter Agreement") regarding the [INSERT TYPE OF SERVICES] described below ("Services") to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] ("Consultant") as an independent contractor to the Marin Local Agency Formation Commission (the "Commission") for the Commission's [INSERT NAME OF PROJECT] ("Project"). Consultant is retained as independent contractor and is not an employee of the Commission. Commission and Consultant are sometimes referred to herein as "Party" or "Parties."

The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT "A", ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and are incorporated herein by reference.] Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the Commission in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of key personnel, the Commission shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: [INSERT NAMES]

Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ [INSERT RATES FOR EACH TYPE OF EMPLOYEE TO BE USED, OR IF THE CONSULTANT HAS A RATE SHEET, MARK IT AS EXHIBIT "___" AND ATTACH IT, AND REPLACE THIS SENTENCE WITH THE FOLLOWING: Compensation shall be based on the actual amount of time spend in adequately performing the Services and shall be billed at the hourly rate(s) described in the Consultant's rate sheet, attached hereto as Exhibit "___" and incorporated herein

by reference. The total compensation shall not exceed \$**[INSERT DOLLAR AMOUNT]** without written approval of the **[INSERT POSITION/TITLE OF DEPARTMENT HEAD, OR EXECUTIVE OFFICER]**. Consultant's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the Commission on a monthly basis as performance of the Services progresses. The Commission shall review and pay the approved charges on such invoices in a timely manner.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **[INSERT "IF" OR "SINCE" AS APPLICABLE]** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT "IF" OR "SINCE" AS APPLICABLE]** the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

[INSERT "IF" OR "SINCE" AS APPLICABLE] the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Commission. Consultant shall defend, indemnify and hold the Commission,

its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Consultant shall provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by the Commission. The Commission, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant's policies of Commercial General Liability and Automobile Liability insurance and such coverage provided to the Commission as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Commission shall be provided on Consultant's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

The Commission may terminate this Letter Agreement at any time with or without cause. If the Commission finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to the Commission only in the event of Commission's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold the Commission, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Letter Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Commission, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully

incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Commission.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify Commission against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Marin County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any

prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the Commission.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Commission, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**MARIN LOCAL AGENCY FORMATION [INSERT CONSULTANT NAME]
COMMISSION**

Approved By:

Jason Fried
Executive Officer

Date

Attested By:

Board Clerk

Signature

Name

Title

Date